

JS-6

1 James D. Curran, Esq. (SBN 126586)  
jcurran@wolkincurran.com  
2 Shashauna Szczechowicz, Esq. (SBN 249102)  
sszczechowicz@wolkincurran.com  
3 WOLKIN · CURRAN, LLP  
555 Montgomery Street, Suite 1100  
4 San Francisco, California 94111  
Telephone: (415) 982-9390  
5 Facsimile: (415) 982-4328

6 Attorneys for Plaintiff,  
THE GRAY INSURANCE COMPANY  
7  
8

9 UNITED STATES DISTRICT COURT  
10 CENTRAL DISTRICT OF CALIFORNIA  
11 EASTERN DIVISION

12  
13 THE GRAY INSURANCE COMPANY,  
14 a Louisiana corporation,

15 Plaintiff,

16 v.

17 RONALD E. PORGES, dba A&R  
ELECTRIC; SCION ELECTRIC, INC.,  
18 dba A&R ELECTRIC; RONALD E.  
PORGES, an individual; and TRUDY A.  
19 PORGES, an individual; and DOES 1  
through 50, inclusive,

20 Defendants.

21 AND COUNTER-CLAIM  
22

01630  
Case No.: 5:13-cv-01630-JGB-OP

~~PROPOSED~~ JUDGMENT

23  
24 Based on the facts and documents stipulated between Plaintiff and Counter-  
25 Defendant THE GRAY INSURANCE COMPANY ("Gray") on the one hand, and  
26 Defendants and Counter-Claimants RONALD E. PORGES, individually and  
27 doing business as A&R ELECTRIC; SCION ELECTRIC, INC. doing business as  
28 A&R ELECTRIC; and TRUDY A. PORGES (collectively, "Defendants") on the

1.

JUDGMENT

CASE NO.: 5:13-cv-01630-JGB-OP  
01630

1 other hand, as set forth in the *Stipulation for Judgment*, executed by each of the  
 2 parties and filed on October 27, 2014 (Document 18), the Court determines that  
 3 there is no just reasons for delay of entry of final judgment, and good cause  
 4 appearing therefore, the Court enters judgment as follows.

5 1. Judgment shall be entered in favor of Gray and against Defendants,  
 6 jointly and severally, in the amount of **\$285,835.77** (which amount is inclusive of  
 7 any and all costs and attorney's fees) as to the First Cause of Action (Breach of  
 8 Contract) asserted in Gray's Complaint (Document 1).

9 2. Judgment entered herein shall be limited to Gray's damages in this  
 10 action.

11 3. Judgment entered herein against defendant Trudy Porges shall not  
 12 create a lien upon and shall not be executed against Trudy Porges' interest in the  
 13 following real property:

- 14 – 1716 E. South St., Anaheim, California 92805
- 15 – 33549 Falling Leaf Dr., Green Valley Lake, California 92341
- 16 – 33190 Wild Rose, Green Valley Lake, California 92341.

17 This real property is hereinafter referred to as the "Excluded Property."

18 4. Gray shall be entitled to enforce the Judgment entered herein, with  
 19 the exception of the Excluded Property set forth above, against Defendants to the  
 20 fullest extent available by law.

21 5. The Second Cause of Action (Specific Performance of Written  
 22 Indemnity Agreement), Third Cause of Action (Injunctive Relief), and Fourth  
 23 Cause of Action (*Quia Timet*) asserted in Gray's Complaint (Document 1) shall be  
 24 dismissed, without prejudice.

25 6. The Counterclaim filed by Defendants against Gray (Document 8)  
 26 shall be dismissed, without prejudice.

27 ///

28 ///

1           7.     There shall be no claims or motions for attorney's fees or costs  
2 related to Gray's Complaint (Document 1) or Defendants' Counterclaim  
3 (Document 8).

4           8.     All pending dates set forth in the *Order on Stipulation to Continue*  
5 *Trial Date and Extend Related Pretrial Deadlines* (Document 17) are vacated.

6           **JUDGMENT IS SO ENTERED.**

7  
8 Dated: October 29, 2014

  
UNITED STATES DISTRICT JUDGE